

SSCS ANNUAL REPORT

Local School District



FILE



Real Solutions for Education

**LINN BENTON LINCOLN
EDUCATION SERVICE DISTRICT
INTERAGENCY AGREEMENT**

Computerized Student Information System Software and Services

This AGREEMENT is made and entered into this 1st day of July, 2010, pursuant to the authority granted in Oregon Revised Statutes (“ORS”) Chapter 190, by and between the **LINN BENTON LINCOLN EDUCATION SERVICE DISTRICT (“LBL”)** and the **FOUR RIVERS COMMUNITY SCHOOL (“District”)**, both parties being political subdivisions of the State of Oregon.

RECITALS:

1. LBL is an education service district formed under ORS Chapter 334 and authorized by ORS 334.175 to provide services to school districts.
2. The District desires to receive the services as described below from LBL.
3. LBL has staff with the proper credentials, licensing and experience to provide such service.

WITNESSETH

LBL and the District, in consideration of the mutual promises contained herein, agree as follows:

SECTION I:

The effective dates for this Agreement shall be 7/1/2010 to 6/30/2015 (5 years.)

SECTION II: LBL agrees:

- 1) To provide computerized student information system services and support including software, support, documentation and training, as noted in Addendums A and B.
- 2) To offer the district opportunities to participate in ongoing assessment of services and identification of recommended changes and modifications.
- 3) To provide software enhancements and new modules when needed or appropriate.

- 4) To provide project-specific conversion/implementation plan agreements that clarify mutual and individual responsibilities and commitments for the implementation process.
- 5) Provide to the District, from 7:30am to 5:00pm Pacific Time, Monday through Friday (LBL holidays and emergency closure days excepted) telephone, fax, and email-supported assistance.

SECTION II: The District agrees:

1. To pay LBL during each fiscal year per Fees delineated in Addendums A and B, based upon average resident daily membership, to be paid in quarterly installments. ADMr count will be as reported to ODE for prior fiscal year. All services provided to the District shall be paid for by the District directly to LBL within 60 days of receipt of invoice(s).
2. LBL reserves the right to adjust the annual cost for services in years following the first year of this agreement. The adjustment to cost of services include additional sums reflecting cost of living adjustments (COLA), vendor price increases and/or required changes in resources needed to meet client community needs.
3. The District shall pay for conversion costs and initial startup training required to implement this agreement, if any, as described in Addendums A and B when applicable.
4. The District agrees to accept responsibility for ensuring that it maintains upgrading processes for hardware, software, and network capability, in order to keep current with the long-term strategies of LBL delivery of software applications.
5. The District shall accept responsibility for maintaining effective user access security procedures, including encouraging all of its users to keep their passwords confidential and to change their passwords periodically.
6. The term of this agreement is July 1, 2010 to June 30, 2015. This agreement shall automatically renew every five years as of July 1 of each quinquennial anniversary, unless this agreement is hereafter modified in writing.
7. The District grants to LBL the right to access information contained in all computer files as needed for maintenance, troubleshooting and support.
8. LBL owns and retains rights to all software, documentation, training materials and other materials it has created. This agreement provides for the District to use this Intellectual Property while this agreement is in effect, but does not provide for or permit the District to share, sell, sublicense, duplicate or otherwise transmit any of the LBL Intellectual Property to any other entity.

SECTION III: TERMINATION OF CONTRACT FOR CAUSE

If LBL or the District shall fail to fulfill in a timely and proper manner the obligations of this Agreement, or shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement by giving written notice of such termination to the other, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by LBL or the District under this Agreement shall, at the option of the District, become the District's property, and LBL shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, neither party shall be relieved of liability for damages sustained by LBL or the District by virtue of any breach of the contract by either party. The District may withhold any payments to LBL for the purpose of offset until such time as the exact amount of damages due the District from LBL is determined.

SECTION IV: ACCOUNTING

For audit purposes, the District shall, upon reasonable prior notice and during normal business hours, have access to and may inspect all of LBL's records relating to performance of this Agreement.

SECTION V: INDEMNITY

To the extent permitted by law, LBL shall indemnify and hold harmless the District from any claims, causes of action, damages, losses, liabilities and reasonable expenses arising directly out of LBL's performance of its duties under this Agreement, except when such claims, causes of action, damages, losses, liabilities and reasonable expenses are directly or indirectly attributable to the District's own negligence.

To the extent permitted by law, the District shall indemnify, hold harmless and defend LBL from any claims, causes of action, damages, losses, liabilities and reasonable expenses whatsoever arising directly or indirectly out of the District's performance of its duties under this Agreement, except when such claims, causes of action, damages, losses, liabilities and reasonable expenses are directly or indirectly attributable to LBL's own negligence.

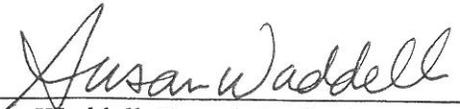
SECTION VI: MISCELLANEOUS PROVISIONS

1) Successors and Assigns. The terms and conditions of the Agreement shall inure to the benefit of the parties and their successors only; no assignment to the benefit of third parties is allowed. The terms and conditions of the Agreement shall inure to the benefit of and be binding upon the respective successors of the parties. Nothing in this Agreement, expressed or implied, is intended to confer upon any other party, other than the parties hereto or their respective successors, any rights, remedies, obligations, or liabilities under or by reason of this Agreement except as expressly provided in this Agreement.

- 2) Governing Law. This Agreement shall be governed by and construed under the laws of the State of Oregon.
- 3) Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 4) Titles and Subtitles: The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- 5) Notices: Unless otherwise provided herein, any notice, request, certificate or instrument required or permitted under this Agreement shall be in writing and shall be deemed "given" upon personal delivery to the party to be notified, or three business days after deposit with the United States Postal Service or Interdistrict Courier.
- 6) Prevailing Party Fees. If any action at law, in equity, or by arbitration is taken to enforce or interpret the terms of the Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements, in addition to any other relief to which such party may be entitled, including fees on appeal.
- 7) Amendments and Waivers. Any Amendment or Waiver of this Agreement must be made in writing and is effective and binding only when signed by the parties hereto.
- 8) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.
- 9) Arbitration. Any controversy of claim arising out of or relating to this agreement, or breach thereof, shall be settled by arbitration in Linn County, Oregon, pursuant to the arbitration rules of the Linn County District Court. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 10) Entire Agreement. This is the entire Agreement between the parties with respect to the subject matter hereof and supersedes all other written and oral agreements.

IT IS SO AGREED THIS _____ DAY OF _____, 20_____.

**Linn Benton Lincoln Education
Service District**



Susan Waddell, Superintendent

3-9-4
Date

905 4th Avenue SE
Albany, OR 97321
Tax ID Number: 93-600628

Four Rivers Community School



Chelle Robins, Executive Director

9-27-11
Date

2449 SW 4th Avenue
Ontario, OR 97914
Tax ID Number:

Addendum A – LBL SIS SUITE

A. SCOPE OF SERVICES and FEES

The fully integrated software modules listed below are included in the scope of this agreement:

<input checked="" type="checkbox"/>	LBL Core SIS: Student Information System
<input checked="" type="checkbox"/>	Pinnacle Plus Classroom Management System (from Global Scholar Software)
<input checked="" type="checkbox"/>	SILK School Scheduling System (from Global Scholar Software)

FEES

Module	Rate*	Estimated ADM	Estimated Annual Fees
LBL Core SIS	\$18.15	190	\$3,448.50
Pinnacle Plus	Included		Included
SILK Scheduler	Included		Included
Scheduled Training	Included		Included

*See Section II of Contract for COLA provisions.

LBL Core SIS includes the following components: Compliant with NCLB/AYP, ODE, State Report Card, DHS, NAEP

Student Administration

- Demographics
- Secure Student ID
- Enrollment (handles ALL Oregon scenarios)
- Thresholds (FTE, 10-Day Absence)
- Alternative Education
- Household Contact
- Emergency contact records
- Mailing labels

Immunization Assessment

Behavior Tracking

- Capture and report incidents

Attendance

- Regular, Alternative Ed
- Group Excuses/Planned Absences
- Thresholds (FTE, 10-Day Absence)

Scheduling

Forecasting and simulation with constraints
District & Building Calendars

Assessment & Evaluation

Data analytics (optional data warehouse), Grades, Attendance, Etc

Grades

Secondary school grade entry
Report cards
GPA, rank, eligibility reports
Grade history
Academic records

Graduation planning and State Assessment

Work sample score entry
OAKS score upload from ODE
Benchmark progress reports/graphs
Detailed status reports/graphs
District, school, class level reports

Student Flags

User-defined student indicators
Global, district, and school levels
Activities, sports, recognition, etc.

Variable Student Data Reports

User-selected fields
Export to spreadsheets, PDF

District Office

Enrollment and membership totals
District and school calendars

Electronic State Reporting

Membership and Attendance
NCLB English Proficiency
Suspensions, Expulsions, Truancy (SET), & Removal
Weighted Membership
Early Leaver and High School Completers
Professional Technical Education (OPTE)

Security at Building and Option Level

Pinnacle Plus Classroom Management System (from Global Scholar) includes the following components:

Grade Book and Attendance

- Regular and standards-based grading
- Results column calculates standards mastery and traditional grades on-the-fly
- Real-time attendance
- Attendance and grade comments
- Roster and attendance updates
- Color-coded attendance and categories
- Attendance locks
- Weighted/non-weighted categories and assignments
- Traditional and standards-based report cards
- Copy/paste assignments
- Home screen includes new/dropped students, birthdays and messages
- Policies that can incorporate district scales, lock/change rights, and color schemes
- Mouse-over/hover over student demographics and pictures, grade, attendance, email, etc.
- Reports
- Seating charts

Parent Internet Viewer (PIV)

- Attendance summary
- Grade summary
- Teacher email
- Email notification
- Secure web access with login ID and password
- Printable reports
- Student schedule view

Principal Viewer

- Whole school view of teacher grade books and attendance

Administrative Toolbox

- Allows management of grade books, Principal Viewer and PIV at the district and/or school level

SILK School Scheduling System (from Global Scholar) includes the following components:

- Multiple scheduling options: block, semester, quarter periods, trimester
- Up to 8 terms in a calendar
- Automatic course requests -- pre-assign course selections to groups of students
- Automatic or manual master schedule building
- Multiple master schedule scenarios stored for "what-if" planning

Interactive on-screen tools for building the master schedule, viewing teacher work loads and analyzing student schedule conflicts and loading patterns
Immediate scheduling of new students with the walk-in scheduler
User defined rules for teacher course assignments, class balancing, and other scheduling parameters
User-defined class meeting times
Scheduling reports and formats

Addendum B – TetraData

The fully integrated software module listed below is optional. **Please check the box if you want to include this module:**

<input checked="" type="checkbox"/>	TetraData Data Analysis Suite (from Follett/TetraData)
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FEES

Module	Rate*	Estimated ADM	Estimated Annual Fees
TetraData	\$3.00	190	\$570.00

TetraData Data Analysis Suite (from Follett/TetraData) includes the following components:

Data Warehouse and Central Data Store (CDS)

Data warehouse and CDS with your student information system information including but not limited to:

- District
- School
- Student
- Staff
- Schedule
- Course
- Class
- Course Grade
- Attendance - Daily Detail
- Attendance - Daily Summary
- Attendance - Daily Summary By Month
- Attendance - Period Detail
- Attendance - Overall Period Summary
- Attendance - Single Period Summary
- Mobility Detail
- GPA - Cumulative
- GPA by Grading Period
- Behavior Incident
- Behavior Participants
- Discipline Responses
- Discipline Summary
- Mathematics: Classroom Work Samples
- Mathematics: State Knowledge and Skills Test
- Reading and Literature: Classroom Work Samples
- Reading and Literature: State Knowledge and Skills Test
- Science: Classroom Work Samples
- Science: State Knowledge and Skills Test

- Social Science: Classroom Work Samples
- Social Science: State Knowledge and Skills Test
- Speaking: Classroom Work Samples
- Writing: Classroom Work Samples
- Writing: Performance Test

TetraData DASH

Access to all warehouse (see Data Warehouse and CDS section above) information through a user-friendly web interface that includes easy to configure and read gauges.

Build-in reports including but not limited to:

- Demographics – School, grade level, class, teacher
- Achievement history
- At risk analysis
- Enrollment
- Test history
- Progress
- Schedule
- Attendance

TetraData Analyzer

Access to all warehouse (see Data Warehouse and CDS section above) information through a drag-and-drop client application designed for designing and building ad-hoc queries aimed at producing longitudinal analyses of student and district data.

AGREEMENT

THIS AGREEMENT, dated this 23rd day of February, 2012, is entered into by ONTARIO SCHOOL DISTRICT 8C (the "District") and FOUR RIVERS CHARTER SCHOOL ("Four Rivers"), an Oregon nonprofit corporation.

1. Purpose

The purpose of this Agreement is to define transportation services to be provided by the District for Four Rivers' students in addition to services required by law.

2. Term

- 2.1. This Agreement shall become effective with the beginning of the 2011-2012 school year. This agreement shall end June 31, 2012.
- 2.2. This Agreement may be terminated by either party at any time for any legal reason upon 20 days' written notice to the other party delivered by personal or certified mail delivery to the notice address listed below. This Agreement terminates automatically if the charter agreement between Four Rivers and the State Board of Education is terminated or expires.

3. Ontario School District Requirements

- 3.1. The District will provide point-to-point shuttle services using one (1) bus on one (1) trip each morning that transports Four Rivers' students from Ontario Middle School to the Four Rivers' facility. The District will provide two (2) busses on Mondays and Fridays of student contact days.
- 3.2. The District will provide point-to-point shuttle services using one (1) bus on one (1) trip each afternoon that transports Four Rivers' students from the Four Rivers' facility to Ontario Middle School. The District will provide two (2) busses on Mondays and Fridays of student contact days.
- 3.3. Field trips and other forms of transportation are subject to consideration and permitted only as mutually agreed upon for each event.
- 3.4. Services in Sections 3.1, 3.2 and 3.3 will be available only when District classes are in session as outlined by the school calendar. The District may temporarily cancel services because of poor weather conditions.

4. Four Rivers Requirements

- 4.1. Four Rivers shall comply with and be subject to District policies governing student transportation. Four Rivers staff, parents and students are subject to District student transportation policies.
- 4.2. Four Rivers shall instruct students about the essential elements of school bus safety.
- 4.3. Four Rivers shall be responsible to handle student discipline in a timely manner when informed by OSD staff.
- 4.4. Four Rivers' students who ride buses will be assigned to specific buses and given one designated stop. Any changes in designated stops must be authorized by parents or Four Rivers' officials. Designated stops are permanent and not subject to weekly or monthly changes.

- 4.5. Four Rivers will keep the parking lot and transit lanes open for District buses to operate at the Four Rivers' site.
- 4.6. Four Rivers will provide staff or volunteers at Ontario Middle School as requested to insure that Four Rivers' students are properly supervised and loaded on buses.
5. Consideration
- 5.1. Four Rivers will compensate the District at the rate:

Total Transportation Days	155
Miles per Day	7.5/15
Cost per Mile	\$ 1.00
Hours per Day	1.0/2.0
Cost per Hour	\$ 30.00
Cost per Day	\$ 37.50
Cost per Mon/Friday	\$ 75.00
Annual Transport Cost	\$7875.00
Less 70% Transportation Reimb	<u>\$(5,512.50)</u>
FRCS 30% Transportation	<u>\$2,362.50</u>
Monthly Transportation Invoice (9 months)	\$262.50

- 5.2. The District reserves the right to increase these rates with a 15 day notice to Four Rivers' because of increased fuel rates, changes in funding levels from the state, or the need to add additional buses.
- 5.3. The annual cost of the services to be performed as designated in 5.1 will be computed. Four Rivers' will submit one-ninth of the annual computed cost of the service not later than the last day of September and each succeeding month through May. Payment will be made by Four Rivers not later than the 10th day of the following month.
- 5.4. In the event Four Rivers changes location Sections 3.1, 3.2, 3.3 and 5.1 will be renegotiated.
6. Amendments

The terms of this agreement may be modified only by mutual agreement of the parties.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

FOUR RIVERS CHARTER SCHOOL

By: 

Date 2-23-12

ONTARIO SCHOOL DISTRICT 8C

By 

Date 2-23-12

file

AGREEMENT

THIS AGREEMENT, dated this 14 day of September, 2011, is entered into by ONTARIO SCHOOL DISTRICT 8C (the "District") and FOUR RIVERS CHARTER SCHOOL ("Four Rivers"), an Oregon nonprofit corporation.

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4.5. Four Rivers will keep the parking lot and transit lanes open for District buses to operate at the Four Rivers' site.

4.6. Four Rivers will provide staff or volunteers at Ontario Middle School as requested to insure that Four Rivers' students are properly supervised and loaded on buses.

5. Consideration

5.1. Four Rivers will compensate the District at the rate:

Total Transportation Days	157
Miles per Day	7.5
Cost per Mile	\$ 1.00
Hours per Day	1.0
Cost per Hour	\$ 30.00
Cost per Day	\$ 37.50
Annual Transport Cost	\$5,887.50
Less 70% Transportation Reimb	<u>\$(4,121.25)</u>
FRCS 30% Transportation	<u>\$1,766.25</u>
Monthly Transportation Invoice (9 months)	\$196.25

5.2. The District reserves the right to increase these rates with a 15 day notice to Four Rivers' because of increased fuel rates, changes in funding levels from the state, or the need to add additional buses.

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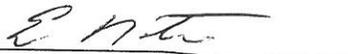
IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

FOUR RIVERS CHARTER SCHOOL

By: 

Date 9-14-11

ONTARIO SCHOOL DISTRICT 8C

By: 

Date 9-14-11